

# EXPORT-IMPORT BANK OF THE UNITED STATES

## NOTICE OF CLAIM AND PROOF OF LOSS OPERATING LEASE

Please send this completed form to :  
Export-Import Bank of the U.S., Asset Management Division  
811 Vermont Ave., NW, Washington, DC 20571 (202) 565-3600

Date Received: \_\_\_\_\_

Claim No.: \_\_\_\_\_

### SECTION A. NAMES AND ADDRESSES (please provide full names and addresses)

<b>A.1 Insured</b>  Contact: _____ Fax: _____ Phone: _____ Telex: _____	<b>A.4 Lessee</b> <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____ Telex: _____
<b>A.2 Assignee</b> <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____ Telex: _____	<b>A.5 Manufacturer</b> <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____ Telex: _____
<b>A.3 Broker</b> <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____ Telex: _____	

### SECTION B. CERTIFICATIONS OF INSURED

Please note that the certification is subject to the penalties provided in Article 18 U.S.C. sec. 1001. The Insured certifies that (if any certification cannot be made, please explain):

1. it has completed and attached the following sections: ☐ A; ☐ B; ☐ C; ☐ D; ☐ E; ☐ F; ☐ G; ☐ H; ☐ I; ☐ J;
2. the amount claimed is presently owing by the lessee;
3. the lessee's obligation to pay the claimed periodic payments or approved non-periodic payments has not been relieved by payment or by an express or implied agreement of Insured or its agent;
4. the lessee has not asserted any defenses nor disputed any amount owing under the lease;
5. to the best of its belief, it has complied with the terms and conditions of the policy, all the information supplied in support of this claim is complete and true, and it has not withheld any material facts.
6. the lease was valid and enforceable in the United States and the lessee's country at the time of the effective date of this policy;
7. the rates of post-maturity interest charged were legally valid and enforceable for the approved currency under the laws of the country of the lessee at the time the lease was executed.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## SECTION C. RELEASE AND ASSIGNMENT

You have the option of completing and submitting this Release and Assignment with your claim submission. If you do, the release will operate upon negotiation of a claim payment check. This will expedite your claim payment in the event of claim approval.

WHEREAS the Export-Import Bank of the United States (Ex-Im Bank) issued an Export Credit Insurance Policy to the Insured; AND WHEREAS, the Insured has filed a claim under insurance policy \_\_\_\_\_ on the proof of loss dated \_\_\_\_\_; NOW, THEREFORE, the Insured and Ex-Im Bank agree as follows: In the event the claim is approved for payment and the Insured or its assignee or any agent negotiates a claim payment check, the Insured does release Ex-Im Bank from all claims, actions, and causes of action of whatsoever character and description which the Insured ever had, now has or hereafter can, shall or may have relating to this claim. AND, in further consideration of the claim payment by Ex-Im Bank, the Insured does assign to Ex-Im Bank, its successors and assigns, all right, title and interest in, and all sums of money now due, or to become due, to the Insured from the Buyer under the transactions and accounts relating to the Claim, and any and all contracts, security and evidences of indebtedness relating thereto; to have and to hold the same, with full power, at their own cost, to collect and enforce the same, for their own use and benefit by any action or proceeding in the name of the Insured or otherwise, and to take all legal steps as they deem proper or necessary in connection herewith.

In witness whereof, the Insured has caused this instrument to be signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Insured)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
(Print)

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ a notary public in \_\_\_\_\_ and for the aforesaid County and State, do hereby certify that on this day, before me personally

came \_\_\_\_\_ to me known, who, being duly sworn, did depose and say that he/she

is the \_\_\_\_\_ of \_\_\_\_\_, the entity described herein and which executed the foregoing instrument; and that he/she has full authority to complete and execute the said instrument in the name of, and on behalf of, the said entity.

In witness whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

(Seal)

## SECTION D. POLICY INFORMATION

Policy Period: \_\_\_\_\_ to \_\_\_\_\_

1. Periodic payment total credit limit: \$ \_\_\_\_\_
2. Approved non-periodic payments total credit limit: \$ \_\_\_\_\_
3. Percentage of coverage for default on an Insured Transaction  
(Risks 1, 2, 3 & 4) \_\_\_\_\_ %
4. Percentage of coverage for prevention of repossession (Risk 5) \_\_\_\_\_ %
5. Fair market value credit limit \$ \_\_\_\_\_

#### SECTION E. CLAIM INFORMATION

Date the lease was executed: _____ Shipment Date of Leased Products: _____ Original Terms of the Executed Lease: _____	Policy Provision Claimed Under Article 2: <input type="checkbox"/> Risk 1 <input type="checkbox"/> Risk 2 <input type="checkbox"/> Risk 3 <input type="checkbox"/> Risk 4 <input type="checkbox"/> Risk 5
First Default Date: _____	Special Conditions, if Applicable:  <input type="checkbox"/> Security Interests  <input type="checkbox"/> Guarantor(s) Name(s) _____ _____ _____  <input type="checkbox"/> Other _____
Leased Product(s): _____	
Foreign Content Percentage: _____ %	

#### Complete section below for all transactions claimed under Risks 1, 2, 3 & 4

Length of Repossession Efforts Period: \_\_\_\_\_ days after default

Date of Repossession: \_\_\_\_\_

Total of periodic payments due during the repossession effort period which are in default for 60 days or more after the due date: \$ \_\_\_\_\_

Total of non-periodic payments due during the repossession effort period which are in default for 60 days or more after the due date: \$ \_\_\_\_\_

**Complete section below for all transactions claimed under Risk 5**

Length of Repossession Efforts Period: \_\_\_\_\_ days after default or end of lease term

End of Lease Term: \_\_\_\_\_

Date of Default: \_\_\_\_\_

Date Repossession Effort was Initiated: \_\_\_\_\_

List reasons why repossession of the leased product(s) has been unsuccessful:

---

---

---

Fair market value of the leased product at the time of claim submission: \$ \_\_\_\_\_

Evidence of fair market value (attach any additional information).

---

---

---

**SECTION F. CLAIM DOCUMENTATION**

As required under Article 8 of the Policy for claims under Risks 1, 2, 3 or 4, please enclose evidence of written demand for payment from the lessee and each guarantor not later than 30 days prior to submission of the claim. ☐ Enclosed

**For all claims the following documentation is required:**

- |   |                                   |
|---|-----------------------------------|
| 1. Lease Agreement  | <input type="checkbox"/> Enclosed |
| 2. Evidence that leased products were delivered to the lessee | <input type="checkbox"/> Enclosed |
| 3. Evidence of U.S. Origin                                    | <input type="checkbox"/> Enclosed |
| 4. Advice of Acceptance of Leased Product                     | <input type="checkbox"/> Enclosed |

**For claims under Risk 5 the following documentation is required:**

Evidence of a written demand for repossession upon the lessee and any government authority which in its knowledge is preventing repossession, such demand made no later than 30 days prior to submission of the claim. ☐ Enclosed

If required by law or regulation of the lessee's country, please enclose evidence of timely recorded and registered lease for purposes of perfecting or evidencing Insured's title to or interest in the leased products. ☐ Enclosed

**SECTION G. SCHEDULE OF PRINCIPAL PERIODIC PAYMENT AMOUNTS DUE DURING THE REPOSSESSION PERIOD**

**Lease No.** \_\_\_\_\_

**Lease Price** \$ \_\_\_\_\_

**Date of Premium Payment** \_\_\_\_\_

Interest calculations reflecting the dollar amount set forth in the lease of the contract interest due for each installment must be included as indicated in the column listed below.

Lease Term \_\_\_\_\_ to \_\_\_\_\_  
 Month Day Year Month Day Year  
 Beginning End

Repossession efforts period: \_\_\_\_\_ to \_\_\_\_\_

[illegible]

**SECTION H. SCHEDULE OF APPROVED NON-PERIODIC PAYMENTS**

<b>Description of Each Non-Periodic Payment, Including Reference to Lease Provision</b>	<b>Due Date</b>	<b>Amount of Each Non-Periodic Payment</b>	<b>Date of Service</b>	<b>Partial Payment</b>

**SECTION I. CALCULATION OF ELIGIBLE LOSS (SHORT-TERM ONLY)**

Total amount of the leased shipments: \$ \_\_\_\_\_

Total amount of non-periodic payments: \_\_\_\_\_

(+) Plus interest at \_\_\_\_\_ from due date to 180 days after the date of default:  
(lease rate) \_\_\_\_\_

**For Risk 5: Fair market value of leased product(s):** \_\_\_\_\_

**(-) Minus**

a. Total lessee payments: ( \_\_\_\_\_ )

b. Other credits, discounts and allowances: ( \_\_\_\_\_ )

c. Funds received from any other source: ( \_\_\_\_\_ )

**Net Loss:** \$ \_\_\_\_\_

Net Loss x Coverage \_\_\_\_\_ % \$ \_\_\_\_\_  
(eligible loss)

**SECTION J. RISK 1**

Please complete the following if a deposit has been made by the lessee.

Lease Reference No.	Import Permit or Registration No.	Amount of Depo sit: Indicate Full (F) or Partial (P)		Date of Depo sit	Applicable Rate for Depo sit	Depo sit within 90 Days?		Name of Depository
		Principal	Interest			Yes	No	